

Appendix-IV-A

[See proviso to rule 8(6)]

SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES

E-Auction Sale Notice for Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with proviso to Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002

Notice is hereby given to the public in general and in particular to the Borrower (s) and Guarantor (s) that the below described immovable property mortgaged/charged to the State Bank of India (SAMB) Secured Creditor the Physical Possession of which has been taken by the Authorised Officer of State Bank of India (SAMB) Secured Creditor, will be sold on "As is where is", "As is what is" and "Whatever there is basis" on **12/09/2019** for recovery of **Rs. 30,46,29,280.20** (as on 30-11-2012) plus interest **w.e.f 01-12-2012** and other expenses due to the State Bank of India (SAMB) Secured Creditor from Borrower : **M/s Utkarsh Industries Pvt. Ltd. (Under Liquidation) Address : 410, Apollo Towers, MG Road, Indore (M.P.) & Guarantors :-**

- Shri Satyanarayan Rathi** S/o Late Shri Ratanlal, Rathi R/o 131, Kailash Park Colony, Indore (MP)
- Shri Sarveshwar Rathi** S/o Lt. Shri Ratanlal Rathi, R/O 131, Kailash Park Colony, Indore.
- Shri Dwarkadas Rathi** S/o Lt. Shri Ratanlal Rathi, R/O 131, Kailash Park Colony, Indore (MP).
- Shri Brijmohan Rathi** S/o Lt. Shri Ratanlal Rathi, R/O 24-c, Sewa Sardar Nagar, Indore (MP)
- Smt. Hemlata Rathi** W/o Shri Brijmohan Rathi, R/O 24-c, Sewa Sardar Nagar, Indore (MP)
- Smt. Anita Rathi** W/o Shri Satyanarayan Rathi, R/O : 131 – Kailash Park Colony, Indore (MP)
- Smt. Jaishree Rathi** W/o Shri Dwarkadas Rathi, R/O 131, Kailash Park Colony, Indore.
- Smt. Surajkanta Rathi** W/o Shri Sarveshwar Rathi, R/O 131, Kailash Park Colony, Indore.
- Smt. Tara Bai Rathi** W/o Lt. Shri Ratanlal Rathi, R/O 131, Kailash Park Colony, Indore.
- Legal heirs of Late Shri Sourabh Somani** S/o Radheshyam Somani; R/O 311 C, Seva Sardar Nagar, Indore

Lot No.	Description of Property with Name of the owner	a) Reserve Price b) Earnest Money Deposit c) Bid Increment Amount
1.	Freehold land and building at Khasra No.219/1 admeasuring 7.826 hectares (out of 8.903 Hectare) at Village : Bhaukhedi, Tehsil – Ichhawar, Distt: Sehore. And Plant & Machinery situated there on. Boundaries: East: Ichhawar Road, West: Other Land, North: Nala, South: Vil. Bhaukhedi Rd	a) Rs. 7,43,00,000/- b) Rs. 75,00,000/- c) Rs. 5,00,000/-
2.	Freehold land admeasuring 1.077 hectares situated at Khasra No. 219/1 out of 8.903 hectares and Khasra No. 219/3 admeasuring 0.182 hectares total 1.259 hectares at Village Bhaukhedi, Tehsil: Ichhawar, Distt: Sehore. Bound- ed By: East: Ichhawar Road, West: Other Land, North:Vil. Bhaukhedi Rd, South: Other Land	a) Rs. 54,00,000/- b) Rs. 5,40,000/- c) Rs. 1,00,000/-

Date & Time of the e-auction **12.09.2019 from 11.00 a.m. To 2.00 p.m.** With unlimited extension of 5 minutes each Date and time for submission request letter of participation / KYC documents / Proof of EMD etc on or before **09.09.2019 upto 5.00 p.m.**

Date & Time of Inspection of Property (ies) **07-09-2019, Time 11 a.m. To 4 p.m.**

Terms & conditions of the E-auction are as under

(1) E-Auction is being held on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS BASIS" and will be conducted "On Line". The auction will be conducted through the Bank's approved service provider **M/S C1 India Pvt. Ltd. Uday Vihar, Phase-2, Gulf Petrochem Building, Building No. 301, Gurgaon Haryana, PIN-122015. (Contact No. 0124-4302000, 4302020, 4302021, 4302022, e-mail: support@bankeauctions.com) at the web portal https://www.w-w-bankeauctions.com. From 11.00 a.m. To 2.00 p.m. On 12.09.2019** with unlimited extension of 5 minutes each. E-Auction Tender Document containing online e-auction Bid form, Declaration, General Terms and Conditions of online auction sale are available in websites: **https://www.bankeauctions.com & https://www.sbi.co.in** & interested bidders may visit this website to download relevant documents.

(2) To the best of knowledge and information of the Authorised Officer, there is no encumbrance on the property/ies. However, the intending bidders should make their own independent inquiries regarding the encumbrances, title of property/ies put on auction and claims/ rights/ dues/ affecting the property, prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank. The property is being sold with all the existing and future encumbrances whether known or unknown to the Bank. The Authorised Officer/ Secured Creditor shall not be responsible in any way for any third party claims/ rights/ dues.

(3) The intending purchasers / bidders are required to deposit EMD amount by **5.00 P.M. on or before 09.09.2019** either through NEFT/ RTGS in the **Account No. 30366919796, SAMB Collection Account of State Bank of India A/c M/s Utkarsh Industries Pvt. Ltd. IFS Code SBIN0004293 or Demand Draft draw in favour of SBI account M/s Utkarsh Industries Pvt. Ltd. payable at Bhopal drawn on any Nationalised or Scheduled Bank**

(4) The intending purchasers/bidders are required to register their name at **https://www.bankeauctions.com** and get user Id and Password and get training on e-auction from **M/s C1 India Pvt. Ltd. (Contact No. 0124-4302000, 4302020, 4302021, 4302022, Shri Danish Khan, Mobile no. 9826804343, e-mail: support@bankeauctions.com)**

(5) Bidders shall hold a valid Digital Signature issued by a competent authority and valid email ID (e-mail ID is absolutely necessary for the intending bidder as all the relevant information and allotment of ID & password by M/s C1 India Pvt. Ltd. will be conveyed through e-mail). Bidders are required to furnish the details in the request letter for participation in e-auction available at the service provider's website **https://www.bankeauctions.com**.

(6) The intending bidder should submit the evidence for EMD deposit like UTR number along with Request Letter for participation in the E- auction, self-attested copies of (i) **Proof of Identification (KYC) viz. Adhar Card/Voter ID Card/ Driving License/ Passport etc.,(ii) Current Address-Proof for communication, (iii) PAN card of the bidder, (iv) valid e-mail ID, (v) contact number (Mobile/Landline) of the bidder etc. to the Authorized Officer of STATE BANK OF INDIA, Stressed Assets Management Branch, Plot No.1, First Floor, Near Indian Oil Bhavan, Arera Hills, Bhopal (MP) by 09.09.2019 before 5.00 P.M.** Scanned copies of the original of these documents can also be submitted to e-mail id of Authorized officer.

(7) Names of the Eligible Bidders, will be identified by the STATE BANK OF INDIA, Stressed Assets Management Branch, Bhopal to participate in online e-auction on the portal **https://www.bankeauctions.com**. M/S C1 India Pvt. Ltd. will provide User ID & Password after due verification of PAN of the Eligible Bidders.

(8) The successful bidder shall be required to submit the final prices, quoted during the e-Auction as per the annexure after the completion of the e-Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of e-Auction.

(9) During e-Auction, if no bid is received within the specified time, State Bank of India at its discretion may decide to revise opening price / scrap the e-Auction process / proceed with conventional mode of tendering.

(10) The Bank / service provider for e-Auction shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the causes.

(11) The bidders are required to submit acceptance of the terms & conditions and modalities of e-Auction adopted by the service provider, before participating in the e-Auction.

(12) The bid once submitted by the bidder, cannot be cancelled/withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of e-Auction, mentioned herein will result in forfeiture of the amount paid by the defaulting bidder.

(13) Decision of the Authorised Officer regarding declaration of successful bidder shall be final and binding on all the bidders.

(14) The Authorised Officer shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.

(15) The bid submitted without the EMD shall be summarily rejected. The property shall not be sold below the reserve price.

(16) The conditional bids may be treated as invalid. Please note that after submission of the bid/s, no correspondence regarding any change in the bid shall be entertained.

(17) The EMD of the unsuccessful bidder will be refunded to their respective A/c numbers shared with the Bank. The bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any).

(18) The Authorised Officer is not bound to accept the highest offer and the Authorised officer has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the e-Auction without assigning any reason thereof. The sale is subject to confirmation by the secured creditor.

(19) In case of forfeiture of the amount deposited by the defaulting bidder, he shall neither have claim on the property nor on any part of the sum for which it may be subsequently sold.

(20) In case of any dispute arises as to the validity of the bid (s), amount of bid, EMD or as to the eligibility of the bidder, authority of the person representing the bidder, the interpretation and decision of the Authorised Officer shall be final. In such an eventuality, the Bank shall in its sole discretion be entitled to call off the sale and put the property to sale once again on any date and at such time as may be decided by the Bank. For any kind of dispute, bidders are required to contact the concerned authorised officer of the concerned bank branch only.

(21) It shall be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.

(22) The e-Auction/bidding of above property would be conducted exactly on the scheduled Date & Time as mentioned against the property by way of inter-se bidding amongst the bidders. The bidders shall improve their offer in multiple of the amount mentioned under the column "Bid Increment Amount" against the property. In case bid is placed in the last 5 minutes of the closing time of the e-Auction, the closing time will automatically get extended for 5 minutes. The bidder who submits the highest bid amount (but not below the Reserve Price) on closure of e-Auction process shall be declared as Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Authorised Officer/ Secured Creditor.

(23) successful bidder shall deposit 25% of sale price, after adjusting the EMD already paid, immediately, i.e. on the same day or not later than next working day, as the case may be, after the acceptance of the offer by the Authorised Officer, failing which the earnest money deposited by the bidder shall be forfeited. The Balance 75% of the sale price is payable on or before the 15th day of confirmation of sale of the secured asset or such extended period as may be agreed upon in writing between the Secured Creditor and the e-Auction purchaser not exceeding three months from the date of e-Auction. Default in deposit of amount by the successful bidder would entail forfeiture of the entire money already deposited and property shall be put to re-auction and the defaulting bidder shall have no claim/ right in respect of property/ amount.

(24) The prospective qualified bidders may avail online training on e-Auction from M/s C1 India Pvt. Ltd. prior to the date of e-Auction. Neither the Authorised Officer/ Bank nor M/s C1 India Pvt. Ltd. will be held responsible for any Internet Network problem/Power failure/ any other technical lapses/failure etc. In order to ward-off such contingent situation the interested bidders are requested to ensure that they are technically well equipped with adequate power back-up etc. for successfully participating in the e-Auction event.

(25) **The confirmation of sale shall be done in association with Official Liquidator High Court of Madhya Pradesh.**

(26) The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges/Registration fee etc. and also all the statutory/ non-statutory dues, taxes, rates, assessment charges, fees etc.owing to anybody.

(27) On confirmation of sale by the Bank and on compliance of terms of payment & payment of full bid amount as per the terms. The Authorised Officer shall issue a certificate of sale of the said property in favour of purchaser/bidder in accordance with the Enforcement of Security Interest (Enforcement) Rules 2002.

(28) The assets are being sold on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS BASIS" and all the provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 read with Security Interest (Enforcement) Rules 2002 will be applicable. The Authorised Officer of the bank has taken possession U/s 13 (4) of the act of above mentioned property/ies. After receipt of entire bid amount and issuance of the Sale Certificate, Symbolic possession of the asset will be handed over to the Successful Bidder and sale deed(s) and enclosed papers deposited with the Bank will be provided. Remaining process will be completed / remaining papers (if any) will be collected from the respective departments by the Successful Bidder. If any deficit / shortfall is observed in the area of the asset at the time of taking possession, then possession of the said deficit/shortfall area shall be taken by the Successful Bidder in a legitimate way from the person holding the possession for which the Bank will cooperate but will not be liable technically / financially for deficit / shortfall.

(29) Authorized Officer will have the absolute right to accept or reject any bid or postpone/cancel the sale without assigning any reason in respect of the above property (ies).

(30) The sale certificate shall be issued after receipt of entire sale consideration and confirmation of sale by secured creditor. The sale certificate shall be issued in the name of the successful bidder. No request for change of name in the sale certificate other than the person who submitted the bid/participated in the e-Auction will be entertained.

(31) The sale shall be subject to rules/ conditions prescribed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

Special Instructions:

The last minutes and seconds should be avoided in the bidders own interest Neither the STATE BANK OF INDIA nor Service Provider will be responsible for any lapses /failure (Internet Failure, power failure etc.) on the part of the bidder, in such cases. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the auction successfully. As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch which is available at Service Providers download section of our e-Auction Portal and also at corporate website **www.bankeauctions.com** just below the label of "knowledge section".

Date : 21-08-2019 Place : Bhopal**Authorised Officer**